

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

Jenna Richert,

Plaintiff,

v.

LaBelle HomeHealth Care
Services LLC, et al.,

Defendants.

Case No. 2:16-cv-437

Judge Graham

Magistrate Judge Vascura

Opinion and Order

This Fair Labor Standards Act case is before the court on the parties' joint motion to file their settlement agreement under seal. The court denies the motion to file under seal for the reasons set forth in the court's opinion in Stanley v. Turner Oil & Gas Props., Inc., No. 2:16-cv-386, 2017 WL 5068444 (S.D. Ohio July 24, 2017); see also Fairfax v. Hogan Transportation Equip., Inc., No. 2:16-cv-680, 2019 WL 466148 at *2 (S.D. Ohio Feb. 6, 2019). "In the Sixth Circuit and elsewhere, the 'great weight of authority' favors open court documents generally and favors open FLSA settlement agreements specifically." Stanley, 2017 WL 5068444 at *1 (quoting Smolinski v. Ruben & Michelle Enters. Inc., No. 16-cv-13612, 2017 WL 835592, at *3 (E.D. Mich. Mar. 3, 2017)).

Generally, there is a strong presumption in favor of open court records. Shane Grp., Inc. v. Blue Cross Blue Shield of Mich., 825 F.3d 299, 305 (6th Cir. 2016). The parties have offered no reasons why their situation would justify putting their settlement under seal. "The public has a keen interest in the outcome of FLSA litigation, and as such, 'sealing a FLSA settlement rarely, if ever, will be shown to outweigh the public right to access of judicial documents.'" Stanley, 2017 WL 5068444 at *1 (quoting Smolinski, 2017 WL 835592 at *3); see also Steele v. Staffmark Invs., LLC, 172 F.Supp.3d 1024, 1031 (W.D. Tenn. 2016) ("[T]his Court is unwilling to approve a settlement or dismissal of FLSA claims where the terms of the settlement are not available to the public.").

Accordingly, the joint motion to file under seal (doc. 115) is DENIED. Likewise, the sealed joint motion for approval of collective action settlement (doc. 116) is DENIED WITHOUT PREJUDICE to the refile of a joint motion that is not filed under seal and that relates to a proposed

settlement agreement which omits the “filing under seal” language of Paragraph 43 of the current proposed agreement.

s/ James L. Graham
JAMES L. GRAHAM
United States District Judge

DATE: September 25, 2019